

UNOFFICIAL COPY



2076570 9/9

This instrument prepared by:
Joel G. Meyers.
Schain, Burney, Ross & Citron, Ltd.
222 North LaSalle Street
Suite 1910
Chicago, Illinois 60601

Doc#: 0809541103 Fee: \$66.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 04/04/2008 02:39 PM Pg: 1 of 16

After recording,
please return to:
Tony P. Valevicius
Brown, Udell & Pomerantz, Ltd.
1332 North Halsted Street
Suite 100
Chicago, Illinois 60622

DECLARATION OF RESTRICTIVE COVENANT

(GP1 VC2)

THIS DECLARATION OF RESTRICTIVE COVENANT ("Declaration") is made as of *April 3rd*, 2008, by **GRANT TARK 2, LLC**, an Illinois limited liability company ("Declarant").

WITNESSETH:

A. Declarant is the owner and legal title holder of certain real estate in the City of Chicago, County of Cook and State of Illinois, which real estate is legally described on Exhibit "A" and depicted on Exhibit "B" as Parcels GP1 VC2A and GP1 VC2B, both of which exhibits are attached hereto and by this reference made a part hereof (Parcels GP1 VC2A and GP1 VC2B are collectively referred to herein as the "Property").

B. Declarant intends that the Property shall be developed in such a manner as to not interfere with those view corridors legally described on Exhibit "C" and depicted on Exhibit "B" as View Corridors GP1 VC2A and GP1 VC2B, both of which exhibits are attached hereto and by this reference made a part hereof (View Corridors GP1 VC2A and GP1 VC2B are collectively referred to herein as the "View Corridors"). The View Corridors shall be established and maintained for the benefit of the Developer Owners (defined in paragraph 3 below) and those owners of units or residences located upon the land legally described on Exhibit "D" attached hereto and made a part hereof ("Benefited Parcel") with views which extend through the View Corridors ("Benefited Owners"). All of the owners, from time to time, of condominium or other residential units located upon the Benefited Parcel are referred to herein as the "Owners".

NOW, THEREFORE, Declarant hereby declares that the Property shall be transferred, held, sold, conveyed and accepted subject to this Declaration. Declarant does hereby further declare that the covenants, conditions, burdens herein shall: (i) exist at all times hereafter amongst all parties having or requiring any right, title or interest in any portion of the Property; (ii) be binding upon and inure to the benefit of each subsequent owner of the Property and the

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Benefited Parcel; and (iii) run with the land subjected to this Declaration to be held, sold and conveyed subject thereto.

1. **Restrictive Covenant.** No structures or buildings on Parcel GP1 VC2A, including but not limited to water towers, standpipes, penthouses, elevators or elevator equipment, stairways, ventilating fans, skylights, tanks, cooling towers, wireless radio or television antennae or flag poles located upon such structures or buildings shall exceed a height of seventy (70) feet above the zero baseline for the Chicago City Datum ("View Corridor Restricted Area A"). No structures or buildings on Parcel GP1 VC2B, including but not limited to water towers, standpipes, penthouses, elevators or elevator equipment, stairways, ventilating fans, skylights, tanks, cooling towers, wireless radio or television antennae or flag poles located upon such structures or buildings shall exceed a height of ninety (90) feet above the zero baseline for the Chicago City Datum ("View Corridor Restricted Area B"). Notwithstanding the foregoing: (a) construction or other equipment being used in conjunction with the construction, repair or maintenance of improvements located or to be located either: (i) upon that portion of Parcel GP1 VC2A lying below a horizontal plane having an elevation of +70.00 feet above the zero baseline for the Chicago City Datum, or (ii) upon that portion of Parcel GP1 VC2B lying below a horizontal plane having an elevation of +90.00 feet above the zero baseline for the Chicago City Datum (collectively, the "Baseline Property"), and to be located upon property adjacent to the Baseline Property, shall be permitted within the View Corridors (including View Corridor Restricted Area A and/or View Corridor Restricted Area B) on a temporary basis for purposes of allowing the owner(s) of the Baseline Property and adjacent properties the ability to construct, repair and maintain all improvements to be located upon the Baseline Property and adjacent properties; and (b) Encroachments of structures or buildings or other improvements into the View Corridors, (including within View Corridor Restricted Area A and/or View Corridor Restricted Area B), whether by reason of the original construction of such structures or buildings or other improvements, or any reconstruction or replacement thereof, or minor surveying errors, or the subsequent settlement or shifting of structures or buildings or other improvements, shall be permitted.

2. **Term.** This Declaration shall run for a term of ninety nine (99) years from the date this Declaration is recorded after which time it shall be automatically extended from year to year unless an instrument has been recorded agreeing to amend this Declaration in whole or in part as provided in Paragraph 3 hereof.

3. **Amendment.** This Declaration may be amended only by an instrument executed by the developer owners of the Benefited Parcel. The developer-owners of the Benefited Parcel shall be defined as GP 1, LLC, Grant Park 2, LLC and Central Station, L.L.C. and those successors or assigns, other than Owners, intending to develop the Benefited Parcel or any portions thereof for any permitted uses or sell such property to another party for development (the "Developer Owners"). In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer Owners to make or consent to an amendment on behalf of each owner of a unit or residence to be located upon the Benefited Parcel. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a unit or residence constructed on the Benefited Parcel and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to the Developer Owners to make, execute and record any such amendment. Notwithstanding the foregoing, during such time that Project Mortgagee (defined below) retains any interest in the Property,

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Declarant shall seek and obtain the Project Mortgagee's consent to any such easement or amendment prior to Recording same. The Project Mortgagee is defined as the mortgagee identified in the "Consent of Mortgagee" attached to this Declaration, and shall be deemed to include any successors and / or assigns of the Project Mortgagee.

4. **Breach and Enforcement.** The covenants, conditions and restrictions of this Declaration shall run with the land and be binding upon and inure to the benefit of Declarant, Developer Owners and Benefited Owners, and each of the aforesaid parties' respective heirs, successors and assigns. The enforcement of the provisions of this Declaration shall be vested in each of the Developer Owners. After the turnover of any condominium or other association for a portion of the Benefited Parcel to the Owners, the enforcement provisions of this Declaration shall additionally be vested in the applicable Owners (and any applicable unit owner association) for such portion of the Benefited Parcel. A breach of any of the provisions of this Declaration shall give to the party entitled to enforce such provisions the right to bring a proceeding in law or in equity against the party or parties breaching or attempting to breach this Declaration and to enjoin such party or parties from so doing or to cause such breach to be remedied or to recover damages resulting from such breach. A breach of this Declaration is hereby declared to be and constitutes a nuisance and every public or private remedy allowed by law or equity for the abatement of a public or private nuisance shall be available to remedy such breach. In any legal or equitable proceedings for the enforcement of this Declaration or to restrain a breach thereof, the party or parties against whom judgment is entered shall pay the reasonable attorneys' fees and costs of the party or parties for whom judgment is entered and such amount as may be fixed by the Court in such proceedings. All remedies provided under this Declaration including those at law or in equity shall be cumulative and not exclusive. The failure of a party having a right to enforce this Declaration to do so shall not be deemed a waiver of the right of any other party having such right nor a waiver to do so for a subsequent breach or the right to enforce any other provision of this Declaration. No party having the right to enforce this Declaration shall be liable for failure to enforce this Declaration.

5. **Severability.** If any of the covenants, conditions or terms of this Declaration shall be found void or unenforceable for whatever reason by any court of law or of equity, then every other covenant, condition or term herein set forth shall remain valid and binding.

6. **Rule Against Perpetuities.** If and to the extent that any of the covenants herein would otherwise be unlawful or void for violation of: (a) the rule against perpetuities; (b) the rule of restricting restraints on alienation; or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure only until the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons constituting all of the lawful descendants of George W. Bush, President of the United States, living at the date of this Declaration.

7. **Covenant Running with the Land.** The binding effect of Declaration, all of the rights, covenants, agreements, reservations, restrictions and conditions herein contained shall run with the land and shall inure to the benefit of and be binding upon Declarant and each subsequent holder of any interest in any portion of the Property and their grantees, heirs,

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successors, personal representatives and assigns with the same full force and effect for all purposes as though set forth at length at each and every conveyance of the Property or any part thereof. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation to the covenants herein described shall be sufficient to create and reserve such covenants to the respective grantees, mortgagees or trustees of such parcels as fully and completely as those said covenants were fully recited and set forth in their entirety in such documents.

8. **Captions.** The title headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

9. **Governing Law.** This Declaration shall be construed and applied in accordance with the laws of the State of Illinois.

[signatures appear on the following page]

F:\JGM\Central-Station\GP2\view-corridor-favor-GP1-T5-03-05-08.doc

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IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the day and year first above written.

DECLARANT:

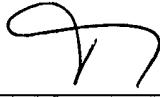
GRANT PARK 2, LLC, an Illinois limited liability company

By: BLOCK 2 GP2, L.L.C., an Illinois limited liability company

Its: Manager

By: FOREST CITY CENTRAL STATION, INC., an Ohio corporation,

Its: Manager

By: 
Name: THOMAS G. SMITH
Title: ~~SECRETARY~~ TREASURER

By: JERRY GP2, L.L.C., an Illinois limited liability company

Its: Manager

By: _____
Name: Gerald W. Fogelson
Title: Manager

By: EDC GP2, LLC, an Illinois limited liability company

Its: Manager

By: EDC MANAGEMENT, INC., an Illinois corporation

Its: Manager

By: _____
Name: Ronald B. Shipka, Jr.
Title: President

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the day and year first above written.

DECLARANT:


GRANT PARK 2, LLC, an Illinois limited liability company

By: BLOCK 2 GP2, L.L.C., an Illinois limited liability company
Its: Manager

By: FOREST CITY CENTRAL STATION, INC., an Ohio corporation,
Its: Manager

By: _____
Name: _____
Title: _____

By: JERRY GP2, L.L.C., an Illinois limited liability company
Its: Manager

By:  _____
Name: Gerald W. Fogelson
Title: Manager

By: EDC GP2, LLC, an Illinois limited liability company
Its: Manager

By: EDC MANAGEMENT, INC., an Illinois corporation
Its: Manager

By: _____
Name: Ronald B. Shipka, Jr.
Title: President

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the day and year first above written.

DECLARANT:

GRANT PARK 2, LLC, an Illinois limited liability company

By: **BLOCK 2 GP2, L.L.C.**, an Illinois limited liability company

Its: Manager

By: **FOREST CITY CENTRAL STATION, INC.**, an Ohio corporation,

Its: Manager

By: _____
Name: _____
Title: _____

By: **JERRY GP2, L.L.C.**, an Illinois limited liability company

Its: Manager

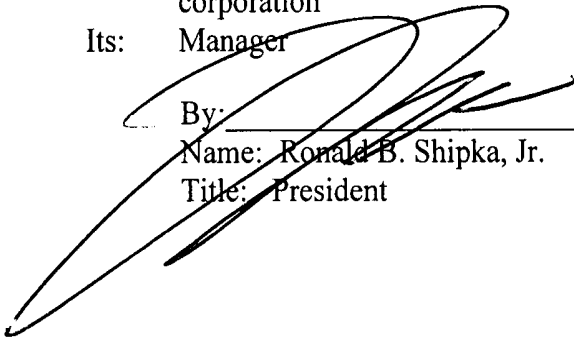
By: _____
Name: Gerald W. Fogelson
Title: Manager

By: **EDC GP2, LLC**, an Illinois limited liability company

Its: Manager

By: **EDC MANAGEMENT, INC.**, an Illinois corporation

Its: Manager

By: 
Name: Ronald B. Shipka, Jr.
Title: President

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Gerald W. Fogelson, personally known to me to be the Manager of Jerry GP2, L.L.C., an Illinois limited liability company, which is a Manager of Block 2 GP2, L.L.C., an Illinois limited liability company, which is a Manager of Grant Park 2, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Manager, he signed and delivered said instrument pursuant to the authority given by the Operating Agreement of said company, as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of March, 2008.

Michelle Edelman
Notary Public

My Commission Expires: _____



STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that _____, personally known to me to be the _____ President of Forest City Central Station, Inc., an Ohio corporation, which is a Manager of Block 2 GP2, L.L.C., an Illinois limited liability company, which is a Manager of Grant Park 2, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____ President, he signed and delivered said instrument pursuant to the authority given by the Sole Director of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2008.

Notary Public

My Commission Expires: _____

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Gerald W. Fogelson, personally known to me to be the Manager of Jerry GP2, L.L.C., an Illinois limited liability company, which is a Manager of Block 2 GP2, L.L.C., an Illinois limited liability company, which is a Manager of Grant Park 2, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Manager, he signed and delivered said instrument pursuant to the authority given by the Operating Agreement of said company, as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2008.

Notary Public

My Commission Expires: _____

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

I, the undersigned, a Notary Public, in and for the County and State aforesaid. DO HEREBY CERTIFY, that Thomas H. Smith, personally known to me to be the Secretary & Treas. of Forest City Central Station, Inc., an Ohio corporation, which is a Manager of Block 2 GP2, L.L.C., an Illinois limited liability company, which is a Manager of Grant Park 2, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ he signed and delivered said instrument pursuant to the authority given by the Sole Director of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24th day of March, 2008.

Beth Ann Monachino
Notary Public

My Commission Expires: _____



BETH ANN MONACHINO, Notary Public
STATE OF OHIO
My Commission Expires February 7, 2013
(Recorded in Medina County)

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Ronald B. Shipka, Jr., personally known to me to be the President of EDC Management, Inc., an Illinois corporation, which is the Manager of EDC GP2, LLC, an Illinois limited liability company, which is a Manager of Grant Park 2, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President, he signed and delivered said instrument pursuant to the authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of March, 2008.

Susan L. Heath
Notary Public

My Commission Expires: 5/11/2010



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EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY (PARCELS GP1 VC2A AND GP1 VC2B)

PARCEL GP1 VC2A

THAT PART OF LOT 3 IN BLOCK 2 SUBDIVISION, BEING A RESUBDIVISION OF LOT 2 IN KILEY'S SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JANUARY 19, 2007 AS DOCUMENT NUMBER 0701909063, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THE NEXT 4 COURSES BEING ALONG THE EASTERLY AND SOUTHERLY PERIMETER LINES OF SAID LOT 3; THENCE SOUTH 00°00'00" WEST, 68.44 FEET; THENCE SOUTH 90°00'00" EAST, 2.16 FEET; THENCE SOUTH 13°58'32" EAST, 6.02 FEET; THENCE SOUTH 00°00'00" WEST, 44.58 FEET TO THE POINT OF BEGINNING; THE NEXT 8 COURSES BEING ALONG THE EASTERLY AND SOUTHERLY PERIMETER LINES OF SAID LOT 3; THENCE SOUTH 00°00'00" WEST, 89.10 FEET; THENCE NORTH 90°00'00" WEST, 13.61 FEET; THENCE SOUTH 00°00'00" WEST, 93.40 FEET; THENCE SOUTH 90°00'00" EAST, 10.35 FEET; THENCE SOUTH 00°00'00" WEST, 11.60 FEET; THENCE SOUTH 90°00'00" EAST, 1.22 FEET; THENCE SOUTH 00°00'00" WEST, 23.40 FEET TO A SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTH 90°00'00" WEST, ALONG A SOUTHERLY LINE OF SAID LOT 3 A DISTANCE OF 34.00 FEET; THENCE NORTH 00°00'00" EAST, ALONG A WESTERLY LINE OF LOT 3, AFORESAID, 89.54 FEET; THENCE NORTH 14°36'51" WEST, ALONG A WESTERLY LINE OF LOT 3, AFORESAID, 35.21 FEET; THENCE NORTH 00°00'00" WEST, ALONG A WESTERLY LINE OF LOT 3, AFORESAID, AND ITS NORTHERLY EXTENSION 93.88 FEET; THENCE SOUTH 90°00'00" EAST, 44.92 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL GP1 VC2B

THAT PART OF LOT 3 IN BLOCK 2 SUBDIVISION, BEING A RESUBDIVISION OF LOT 2 IN KILEY'S SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JANUARY 19, 2007 AS DOCUMENT NUMBER 0701909063, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 89°55'10" WEST, ALONG THE NORTH LINE THEREOF, 2.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°00'00" WEST, 118.87 FEET; THENCE NORTH 90°00'00" WEST, 33.00 FEET; THENCE NORTH 00°00'00" EAST, 118.82 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE NORTH 89°55'10" EAST, 33.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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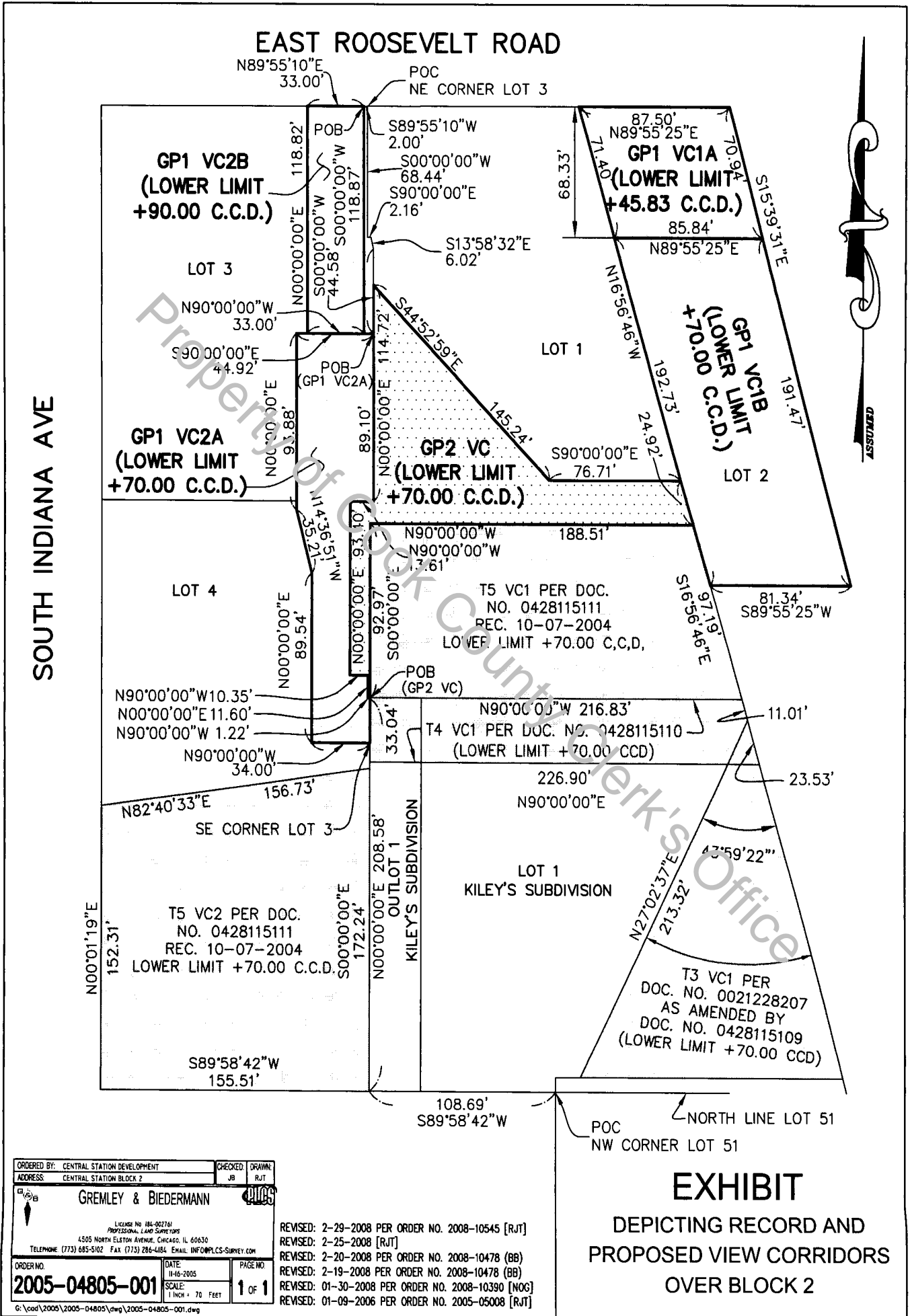
EXHIBIT "B"

DEPICTION OF PROPERTY AND VIEW CORRIDORS

Attached.

Property of Cook County Clerk's Office

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ORDERED BY: CENTRAL STATION DEVELOPMENT	CHECKED: JR	DRAWN: RJT
ADDRESS: CENTRAL STATION BLOCK 2		
GREMLEY & BIEDERMANN		
<small>LICENSE NO. 184-02741 PROFESSIONAL LAND SURVEYORS 4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630 TELEPHONE (773) 685-5102 FAX (773) 286-4184 EMAIL INFO@PLCS-SURVEY.COM</small>		
ORDER NO. 2005-04805-001	DATE: 11-16-2005 SCALE: 1" = 70 FEET	PAGE NO. 1 OF 1

REVISED: 2-29-2008 PER ORDER NO. 2008-10545 [RJ]T
 REVISED: 2-25-2008 [RJ]T
 REVISED: 2-20-2008 PER ORDER NO. 2008-10478 (BB)
 REVISED: 2-19-2008 PER ORDER NO. 2008-10478 (BB)
 REVISED: 01-30-2008 PER ORDER NO. 2008-10390 [NOG]
 REVISED: 01-09-2006 PER ORDER NO. 2005-05008 [RJ]T

EXHIBIT
 DEPICTING RECORD AND
 PROPOSED VIEW CORRIDORS
 OVER BLOCK 2

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EXHIBIT "C"

LEGAL DESCRIPTION OF VIEW CORRIDORS (GP1 VC2A AND GP1 VC2B)

GP1 VC2A

THAT PART OF LOT 3 IN BLOCK 2 SUBDIVISION, BEING A RESUBDIVISION OF LOT 2 IN KILEY'S SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JANUARY 19, 2007 AS DOCUMENT NUMBER 0701909063, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +70.00 FEET ABOVE THE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THE NEXT 4 COURSES BEING ALONG THE EASTERLY AND SOUTHERLY PERIMETER LINES OF SAID LOT 3; THENCE SOUTH 00°00'00" WEST, 68.44 FEET; THENCE SOUTH 90°00'00" EAST, 2.16 FEET; THENCE SOUTH 13°58'32" EAST, 6.02 FEET; THENCE SOUTH 00°00'00" WEST, 44.58 FEET TO THE POINT OF BEGINNING; THE NEXT 8 COURSES BEING ALONG THE EASTERLY AND SOUTHERLY PERIMETER LINES OF SAID LOT 3; THENCE SOUTH 00°00'00" WEST, 89.10 FEET; THENCE NORTH 90°00'00" WEST, 13.61 FEET; THENCE SOUTH 00°00'00" WEST, 93.40 FEET; THENCE SOUTH 90°00'00" EAST, 10.35 FEET; THENCE SOUTH 00°00'00" WEST, 11.60 FEET; THENCE SOUTH 90°00'00" EAST, 1.22 FEET; THENCE SOUTH 00°00'00" WEST, 23.40 FEET TO A SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTH 90°00'00" WEST, ALONG A SOUTHERLY LINE OF SAID LOT 3 A DISTANCE OF 34.00 FEET; THENCE NORTH 00°00'00" EAST, ALONG A WESTERLY LINE OF LOT 3, AFORESAID, 89.54 FEET; THENCE NORTH 14°36'51" WEST, ALONG A WESTERLY LINE OF LOT 3, AFORESAID, 35.21 FEET; THENCE NORTH 00°00'00" WEST, ALONG A WESTERLY LINE OF LOT 3, AFORESAID, AND ITS NORTHERLY EXTENSION 93.88 FEET; THENCE SOUTH 90°00'00" EAST, 44.92 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 7,467 SQUARE FEET OR 0.1714 ACRES, MORE OR LESS.

GP1 VC2B

THAT PART OF LOT 3 IN BLOCK 2 SUBDIVISION, BEING A RESUBDIVISION OF LOT 2 IN KILEY'S SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED JANUARY 19, 2007 AS DOCUMENT NUMBER 0701909063, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +90.00 FEET ABOVE THE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 89°55'10" WEST, ALONG THE NORTH LINE THEREOF, 2.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°00'00" WEST, 118.87 FEET; THENCE NORTH 90°00'00" WEST, 33.00 FEET; THENCE NORTH 00°00'00" EAST, 118.82 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE NORTH 89°55'10" EAST, 33.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 3,922 SQUARE FEET OR 0.0900 ACRES, MORE OR LESS.

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EXHIBIT "D"

BENEFITED PARCEL

LOTS 1, 3 AND 4 IN BLOCK 2 SUBDIVISION, BEING A RESUBDIVISION OF LOT 2 IN KILEY'S SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SUBDIVISION RECORDED JANUARY 19, 2007 AS DOCUMENT NUMBER 0701909063, IN COOK COUNTY, ILLINOIS.

Address of Property: Lot 1: 1211 South Prairie Private, Chicago, Illinois; Lot 3: 1201 South Prairie Private, Chicago, Illinois; Lot 4: 1259 South Indiana Avenue, Chicago, Illinois

PINs: 17-22-110-037-0000
 17-22-110-122-0000

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CONSENT OF MORTGAGEE (FOR THE PROPERTY)

AMTRUST BANK (f/k/a Ohio Savings Bank), a federal savings bank, individually as a lender and as a contractual administrative representative of the other co-lenders on the Property, holder of a note secured by a mortgage, security agreement, assignment of leases and rents and fixture filing on the Property/One Museum Park West Parcel recorded with the Recorder of Deeds of Cook County, Illinois, on March 12, 2007, as Document No. 0707142166, hereby consents to the execution of and recording of the above and foregoing DECLARATION OF RESTRICTIVE COVENANT, and hereby subordinates said mortgage to the provisions of the DECLARATION OF RESTRICTIVE COVENANT.

IN WITNESS WHEREOF, said Bank has caused this instrument to be signed by its duly authorized officer, on its behalf on this 19th day of March, 2008.

AMTRUST BANK (f/k/a Ohio Savings Bank), a federal savings bank

By: [Signature]
Its: First Vice President

By: _____
Its: _____

STATE OF OHIO)
)SS.
COUNTY OF CUYAHOGA)

I, the undersigned a Notary Public in and for said County and State, do hereby certify that Steven S. Swartz and _____, the First Vice President and _____ respectively, of AmTrust Bank (f/k/a Ohio Savings Bank), a federal savings bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such First Vice President and _____ appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19th day of March, 2008.

[Signature]
Notary Public



My commission expires _____ **LINDA T. CANNON**
Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires Jan. 22, 2011